

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

COLUMBIA PICTURES
INDUSTRIES, INC., *et. al.*

Plaintiffs,

v.

GARY FUNG, *et. al.*

Defendants.

CV-06-05578 SVW (JCx)

**STIPULATION AND
[PROPOSED] JUDGMENT**

Plaintiffs Columbia Pictures Industries, Inc., Disney Enterprises, Inc., Paramount Pictures Corporation, Tristar Pictures, Inc., Twentieth Century Fox Film Corporation, Warner Bros. Entertainment Inc., Universal City Studios LLLP, and Universal City Studios Productions LLLP (collectively "Plaintiffs"), and Defendants Gary Fung and Web Technologies, Inc. (collectively "Defendants"), by and through their undersigned counsel, hereby stipulate to the entry of Judgment in favor of Plaintiffs according to the following terms.

1. The Defendants acknowledge that each of them has been properly and validly served with the Summons and Complaint in this action.

2. Judgment shall be entered against the Defendants and in favor of the Plaintiffs in the above-captioned case.

3. The Defendants, jointly and severally, shall pay damages to Plaintiffs in the amount of One Hundred And Ten Million Dollars (US\$110,000,000).

1 4. The MODIFIED ORDER GRANTING PLAINTIFFS'
2 MOTION FOR PERMANENT INJUNCTION, issued by the Court on August 5,
3 2013, Docket No. 551 (the "Permanent Injunction"), shall remain in full force and
4 effect, and binding on Defendants. The Permanent Injunction is incorporated into
5 and made a part of this Judgment as if it were set forth verbatim herein.

6 5. In addition to complying with the terms of the Permanent
7 Injunction, within seven (7) calendar days of the signing of this Stipulation (the
8 "Shutdown Date"), the Defendants shall permanently shall cease and desist from
9 directly or indirectly operating or supporting any part of the "Isohunt System," as
10 defined below, including without limitation engaging in any of the following
11 activities: (a) operating, or in any manner assisting in or supporting the operation
12 of, the Isohunt System, (b) operating any computer servers or software that in any
13 manner assists in or supports the operation of the Isohunt System, or (c) in any way
14 profiting or benefiting from the Isohunt System. For purposes of this Stipulation
15 and Judgment, the "Isohunt System" shall mean the websites www.isohunt.com,
16 www.podtropolis.com, www.torrentbox.com, and www.ed2k-it.com, and shall
17 further include any servers, trackers, software, and electronic data that make up or
18 support such websites.

19 6. The Defendants irrevocably and fully waive notice of entry of
20 the Judgment, and notice and service of the entered Judgment, and understand and
21 agree that violation of the Permanent Injunction will expose the Defendants to all
22 penalties provided by law, including for contempt of Court.

23 7. The Defendants consent to continuing jurisdiction of the Court
24 for purposes of enforcement of the Judgment and Permanent Injunction, and
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1 irrevocably and fully waive and relinquish any argument that venue or jurisdiction
2 by this Court is improper or inconvenient.

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4 8. The Defendants irrevocably and fully waive any and all right to
5 appeal the Judgment and Permanent Injunction, to have them vacated or set aside,
6 or otherwise to attack in any way, directly or collaterally, their validity or
7 enforceability.

8 9. Nothing contained in the Judgment or Permanent Injunction
9 shall limit the right of the Plaintiffs to recover damages for any and all
10 infringements by the Defendants of the Plaintiffs' copyrighted works occurring
11 after the Shutdown Date.

12 10. The Defendants acknowledge that they have read this
13 Stipulation and Judgment, and have had it explained by counsel of their choosing,
14 and fully understand it and agree to be bound thereby, and will not deny the truth
15 or accuracy of any term or provision herein.

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17 11. The Plaintiffs shall not be required to post any bond or security,
18 and the Defendants permanently, irrevocably, and fully waive any right to request
19 a bond or any other security.

20 12. The undersigned counsel represent that they have been
21 authorized to execute this Stipulation and Judgment on behalf of their respective
22 clients as set forth below.

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13. The Court shall maintain continuing jurisdiction over this action for the purpose of enforcing the final Judgment and Permanent Injunction.

DATED: October 16, 2013

By: 

Steven B. Fabrizio

By: 

Ira P. Rothken

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